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<u>IN THE UNITED STATES PATENT AND TRADEMARK OFFICE</u>

in re Appucation of:)
Wallen et al.) Examiner: C. Delacroix Muirheid
Serial Number: 10/176,418, A DIVISIONAL APPLICATION OF) Art Unit: 1614
APPLICATION No. 09/534,381 FILED MARCH 24, 2000	
Filed: June 20, 2002)

Docket No.: UNME-0130-1

Director of the U.S. Patent and Trademark Office Washington, D.C. 20231

For: PURIFIED HEAT SHOCK PROTEIN

Sir:

COMPLEXES

TERMINAL DISCLAIMER

Now comes the undersigned who avers as follows:

The University of New Mexico is the owner of the entire right, title and interest in and to the invention claimed and disclosed in the above-captioned patent application by virtue of assignment.

The University of New Mexico is the owner of the entire right, title and interest in United States Patent No. 5,747,332, by virtue of assignment.

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110. The University of New Mexico hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term

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Serial Number: 10/176,418

defined in 35 U.S.C. §§ 154 to 156 and 173, as presently shortened by any terminal disclaimer of United States Patent Nos. 5,747,332; 6,066,716; and 6,433,141. The owner, The University of New Mexico, hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to United States Patent Nos. 5,747,332; 6,066,716; and 6,433,141. This agreement runs with any patent granted on the above-identified application and to be binding upon the grantee, its successors or assigns.

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Respectfully submitted,

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